	<p style="text-align: center;">FAX ON DEMAND Request For Quotations</p>	Arizona State Parks 1300 West Washington Phoenix, AZ 85007 Phone: (602) 542-6925 Fax: (602) 542-6961
		RFQ Number: PR06-268 Procurement Officer: Sharon Kendrick, CPPB

The terms and conditions included in this document should be reviewed and understood before preparing a quotation.

The quotation shall be firm, fixed price. Return this quotation by the date and time indicated, to the above address.

When responding by mail or via fax, please reference the Buyer's name and the RFQ number on the outside of the envelope or fax cover sheet.

Quotations will be received until 3:00 PM MST, May 30, 2006 at the above address. Quotations may be mailed to the address shown above or via fax to 602-542-6961.

Note: This Procurement is a Set Aside for Small, Minority and Woman Owned Businesses.


A. SPECIFICATIONS

Arizona State Parks (ASP) is requesting quotes for materials and services from vendors with capability and requisite experience and expertise to provide a finished product that is of excellent quality, free from smudges or smears, with images of the proper density, in correct register, with the specified shade of ink on the correct grade of paper.

1. Print Trails Journal:
2. 4" x 8" Portrait Drilled for Wire Spiral Binding at Top.
3. Written Content is inset at least ½" to facilitate drilling and trim.
4. Contents: 24 pages 1/1 Spot Color PMS 4625, full .125 Bleed 80# Text Cougar Natural Opaque Smooth or comparable.
5. Quantity: Minimum 25,000
6. Cover: 4" x 8" Portrait, drilled for wire spiral binding at top.
7. Quantity: Minimum 25,000, 4/4, 100# Cover, Cougar Natural Opaque Smooth or Comparable
8. Electronic File: Adobe Indesign CS2 and Acrobat
9. ASP Graphic Designer must have access to the press room for press check.
10. Due to press check requirements, Vendors outside of a 50 mile radius of Phoenix must agree to pay all cost (transportation, lodging and miscellaneous expenses, in order for our employees to conduct the press check. Vendors should consider these costs prior to submitting a quote for this solicitation.

B. INSTRUCTION TO BIDDERS

- 1 **Preparation of Quotation:**
 - a) The authorized person signing the Vendor Offer shall initial erasures, interlineations, or other modifications in the quotation in original ink.
 - b) In case of an error in the extension of prices in the quotation, unit prices shall prevail.
 - c) No quotation shall be altered, amended, or withdrawn after the specified quotation due date and time.
 - d) Periods of time, stated as number of days, shall be calendar days.
 - e) It is the responsibility of all bidders to examine the entire Request for Quotations (RFQ) package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a quotation.
- 2 **Inquiries:** Any question related to the RFQ shall be directed to the Procurement Officer whose name appears on this solicitation. Bidders shall not contact or ask questions of the department for which the requirement is being procured. Any correspondence related to a


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solicitation should refer to the appropriate solicitation number, the page number and the paragraph number.

- 3 **Late Quotations:** Late quotations shall not be considered (See ARS 41-2533, Rule R2-7-317).
- 4 **Withdrawal of Quotation:** At any time prior to a specified solicitation due date and time, a bidder may withdraw the quotation. Facsimile withdrawals shall be accepted.
- 5 **Award of Contract:**
 - a) Where applicable, the State reserves the right to make multiple awards or to award a contract by individual line items, by a group of line items, or to make an aggregate award, whichever is deemed most advantageous to the State.
 - b) Prompt payment discounts of thirty (30) days or more set forth in an offer shall be deducted from the offer for the purposes of evaluating that price.
 - c) Notwithstanding any other provision of the solicitation, the State reserves the right to:
 - d) Waive any immaterial defect or informality;
 - e) Reject any and all offers or portions thereof; or
 - f) Cancel a solicitation.
 - g) A response to an RFQ is an offer to contract with the State based upon the terms, conditions and specifications contained in the State's RFQ. Quotations do not become contracts until an authorized Procurement Officer accepts them. A contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the Terms and Conditions of the procurement contract are contained in the RFQ, unless any term or condition is modified by a contract amendment.
 - h) The procurement officer shall file a written determination specifying the reasons for the decision.
- 6 **Small Business:** When practical, this purchase may be restricted to small businesses, pursuant to R2-7-335. A small business is one that, including its affiliates, is independently owned/operated, is not dominant in the type of business it conducts, and which employs fewer than 100 full-time employees or which had gross receipts of less than \$4 million dollars in its last fiscal year.
- 7 **Taxes:** Prices offered shall not include applicable State and local taxes. The State will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.


C. SPECIAL TERMS AND CONDITIONS

- 1 **Purpose:** Pursuant to the provisions of the Arizona State Procurement Code, A.R.S. 41-2501 et seq., the State of Arizona, Arizona State Parks Board (ASPB), intends to establish a contract for the materials or services listed herein.
- 2 **Authority to Contract:** This contract activity is issued under the authority of the Arizona State Parks Board. No alteration of any portion of the contract, any items or services awarded, or any other agreement that is based on this contract may be made without express written approval of the Arizona State Parks Board in the form of an official contract amendment. Any


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attempt to alter any documents on the part of any ordering agency or any contractor is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the ASPB inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.


- 3 **Contract Type:** Firm, Fixed Price, Term
- 4 **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for four (4) supplemental periods of up to twelve (12) months each. Maximum term of contract is sixty (60) months, not to exceed \$50,000.00 for the life of the contract.
- 5 **Term of Contract:** The term of the resultant contract shall commence upon award or as specified in the award documents and shall remain in effect for one year unless terminated, canceled, or extended as otherwise provided herein.
- 6 **Estimated Quantities (General Needs):** This solicitation references quantities as a general indication of the needs of the ASPB. The ASPB anticipates considerable activity resulting from contracts that may be awarded as a result of this solicitation; however, the quantities shown are estimates only and the State reserves the right to increase or decrease any quantities actually acquired.
- 7 **Damage of Print Production Media:** All originals, photographs, artwork, paste-ups, negatives, dies and/or magnetic media shall be in a usable condition and any damage thereof shall be considered the responsibility of the Contractor.
- 8 **Printing Proofs:** All originals, photographs, artwork, paste-ups, negatives and magnetic media (if any) used in the production of the printing called for in the bid shall remain and/or become the property of the State of Arizona and shall be delivered to the ordering agency, together with the printed material. In addition, all artwork, paste-ups, negatives, and magnetic media shall be in a reusable condition and any damage thereto shall be considered the responsibility of the Contractor.
- 9 **Printing Over- Runs/Under- Runs:** Over-runs or under-runs are not acceptable under the terms and conditions of this contract.
- 10 **Press Check:** Contractor shall include all costs in their price, including pick-up and delivery. Due to press check requirements, Contractors outside of a 50 mile radius of Phoenix must agree to pay all costs (Transportation, lodging and miscellaneous expenses, in order for our employees to conduct the press check. Contractors should consider these costs prior to submitting a bid for this solicitation.
- 11 **Shipping (FOB Delivered):** Prices shall be F.O.B. destination to the delivery location designated herein. Contractor shall retain title and control of all goods until they are delivered, and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The State will promptly notify the Contractor of any damaged goods and shall assist the Contractor in arranging for inspection.

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- 12 **Brand Name or Equal:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and/or establishing the quality, design and performance required. Any such reference is not intended to limit or restrict an offer by any vendor but is only enumerated in order to advise potential offerors of the requirements of the State. Any offer which proposes like quality, design or performance will be considered.
- 13 **Offshore Performance of Work Prohibited:** Due to security and identity protection concerns, all services under this contract shall be performed within the borders of the United States. All storage and processing of information shall be performed within the borders of the United States. This provision applies to work performed by subcontractors at all tiers.
- 14 **Indemnity:** The parties to this Contract agree that the State of Arizona, Arizona State Parks, shall be indemnified and held harmless by (Contractor) for the vicarious liability of the State as a result of entering to this Contract. However, the parties further agree that the State of Arizona, Arizona State Parks, shall be responsible for its own negligence. Each party to this Contract is responsible for its own negligence.
- 15 **Ordering Instructions:** Authorization for purchases under the Terms and Conditions of this contract will be made only upon issuance of a purchase document signed by an authorized agent. The purchase document will specify the items ordered, delivery instructions and any other pertinent information required. All State and Contractor documents must reference the resultant purchase document by number.
- 16 **Billing:** All billing notices to ASPB shall identify the specific items(s) being billed. Items are to be identified by the name, model number, and/or serial number most applicable. Any contract release order issued by the requesting agency shall refer to the contract number.
- 17 **Contract Termination- Convenience:** Arizona State Parks Board, by written notice, may terminate this contract, in whole or in part, when it is deemed in the best interest of the State of Arizona, without penalty or recourse, by giving notice to the contractor at least thirty (30) days prior to the effective date of such termination. If this contract is so terminated, the contractor will be compensated for work performed up to the time of termination notification. In no event shall payment for such costs exceed the current contract price.
- 18 **Sub-Contractors:** No subcontracts shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advanced written approval of the state. All subcontracts shall comply with federal and state laws and regulation which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the contractor referred to herein. The contractor is responsible for contract performance whether or not subcontractors are used. The state shall not unreasonably withhold approval and shall notify the contractor of the state's position within 15 days of receipt of written notice by the contractor.

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- 19 **Changes:** ASPB reserved the right to revise the work quantities, locations and schedule and make other changes within the general scope of work as may be deemed necessary to best serve the interest of the State. All changes shall be documented by formal amendment to the contract.
- 20 **Incorporation by Reference:** The Uniform General Terms and Conditions (version 7.0) are incorporated by reference into this solicitation and are available from the Arizona State Parks Board Procurement Office.
- 21 **Arizona Procurement Code:** The Arizona Procurement Code (ARS Title 41, Chapter 23) and the Arizona Procurement Code rules and regulations (ACRR Title 2, Chapter 7) are a part of this document as if fully set forth herein.

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**ATTACHMENT 1
PRICE SHEET**

Line #	Description	Qty	Price
001	Trails Journal (Include content and covers)	25,000	\$
002	Content Stock change to 30% Recycle Paper Cover stays the same as above.	25,000	\$
	Shipping includes F.O.B. Phoenix. Adobe InDesign File CS2 and Acrobat. Point of Contact: Scott Stahl 602-542-7125		

Delivery is promised within _____ calendar days after receipt of order.

Vendor shall include in price all cost including pick-up and delivery. _____% State Tax

Due to press check requirements, Vendors outside of a 50 mile radius of Phoenix must agree to pay all cost (transportation, lodging and miscellaneous expenses, in order for our employees to conduct the press check. Vendors should consider these costs prior to submitting a quote for this solicitation.

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ATTACHMENT 2
Vendor Offer to the State

The undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, scopes of work, and specifications in the Request for Quotation (RFQ). Should the bidder find it necessary to take exception to any term, condition, scope of work or specification, such exception shall be clearly and fully documented herein.

Name of Person Authorized to Sign	Signature
Company FEI/SS Number: _____ AZ Sales Tax No. _____	
Company Name: _____	
Address: _____	
City/State/Zip: _____	
Telephone Number: _____ Fax Number: _____	
Prompt Payment Discount: _____ % Net _____ Days Tax Rate: _____	

Certification

By signing the above section, the bidder certifies:

1. The submission of the offer did not involve collusion or other anti-competitive practice.
2. The bidder shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 75.5 or A.R.S. §31-1461.
3. The bidder has not given, offered to give, does not intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
4. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer.
5. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For State of Arizona Use Only)


Your offer is hereby accepted:

The Contractor is now bound to sell the material, services or construction listed by the attached award notice based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the State.

The contract shall henceforth be referred to as Contract No. 06-268. The Contractor is hereby cautioned not to commence any work or provide any service under this contract until Contractor receives a release document.

Awarded this _____ day of _____, 2006

 Sharon Kendrick, CPPB
 Procurement Officer
 Arizona State Parks Board


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ATTACHMENT 3
SUBCONTRACTOR'S LIST

The Bidder, in compliance with the Instructions to Bidders, number submits the following list of subcontractor to be used on this solicitation. List the company's name, address, contact name, phone number and fax number.

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
=====	=====
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_____	_____
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_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ATTACHMENT 4

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SELF CERTIFICATION FORM

In Accordance with A.R.S. §41-1001 (19), and A.R.S. §41-2535 Rule-7-335 Arizona Procurement Rules; the following form is to be completed by the Offeror to certify that the acquisition of materials or services between the aggregate amount of \$1000 and \$50,000 are made to small businesses.

Arizona Revised Statute §41-1001, State Government;


Paragraph 19. "Small Business" means a concern, including its affiliates, which is independently owned and operated, which is not dominant in its field and which employs fewer than one hundred full-time employees or which had gross annual receipts of less than four million dollars in its last fiscal year. For the purpose of specific rule, an agency may define small business to include more persons if it finds that such a definition is necessary to adapt the rule to the needs and problems of Small Businesses and Organizations.

Definition of a minority or women owned business is at least 51% of the business is minority or women owned.

I certify that the business identified on this form is a Small, Minority and/or Woman Owned Business as per the definition listed above.

<hr/> Name of Person Authorized to Sign	<hr/> Signature
Company Name: _____	
Address: _____	
City/State/Zip: _____	
Telephone Number: _____ Fax Number: _____	

<input type="checkbox"/> Small Business	<input type="checkbox"/> Woman Owned Business	<input type="checkbox"/> Minority Owned Business, Other
<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Woman Owned Business, African-American	<input type="checkbox"/> Minority Owned Business, African-American
<input type="checkbox"/> Disabled Owned	<input type="checkbox"/> Woman Owned Business, Asian	<input type="checkbox"/> Minority Owned Business, Asian
	<input type="checkbox"/> Woman Owned Business, Hispanic	<input type="checkbox"/> Minority Owned Business, Hispanic
<input type="checkbox"/> Small Business, Other Owned	<input type="checkbox"/> Woman Owned Business, Native-American	<input type="checkbox"/> Minority Owned Business, Native-American
<input type="checkbox"/> Woman Owned Business, Other	<input type="checkbox"/> Small Business, Woman Owned Business, African-American	<input type="checkbox"/> Small Business, African-American Owned
<input type="checkbox"/> Small Business, Woman Owned Business, Other	<input type="checkbox"/> Small Business, Woman Owned Business, Asian	<input type="checkbox"/> Small Business, Asian Owned
	<input type="checkbox"/> Small Business, Woman Owned Business, Hispanic	<input type="checkbox"/> Small Business, Hispanic Owned
<input type="checkbox"/> None apply	<input type="checkbox"/> Small, Woman Owned Business, Native-American	<input type="checkbox"/> Small Business, Native-American Owned

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ATTACHMENT 6 Checklist

The information listed below is supplied for the offeror's convenience. The list identifies attachments **required** in the solicitation and must be submitted with quote.

The Checklist should be completed and returned.

<u>Attachment</u>	<u>PLEASE CHECK WHEN COMPLETED</u>
Price Sheet: (Attachment 1)	<hr/>
Vendor Offer to the State: (Attachment 2)	<hr/>
Subcontractor: (Attachment 3)	<hr/>
References: (Attachment 4)	<hr/>
Self Certification Form: (Attachment 5)	<hr/>
Checklist: (Attachment 6)	<hr/>